

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF MICHIGAN**

In re:

BARFLY VENTURES, LLC, *et al*,<sup>1</sup>

Debtors.

Case No.: 20-01947-jwb

Chapter 11

Honorable James W. Boyd

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**ADEQUATE ASSURANCE OBJECTION OF GTW, DEPOT, LLC**

NOW COMES GTW Depot, LLC, a Michigan limited liability company, by and through its attorneys, Kreis, Enderle, Hudgins & Borsos, PC, and hereby states as follows:

1. GTW Depot, LLC (“GTW”) is landlord for Debtors’ 427 East Michigan, Kalamazoo, Michigan restaurant site (“the Site”).
2. Debtors have purportedly entered into a sales agreement of substantially all assets of Debtor to a Stalking Horse Bidder (“the Buyer”) with the intent to assign certain non-expired leases as the Buyer may decide to assume prior to the closing date of the sale.
3. Previously a hearing on the sale was to take place on August 27, 2020, however pursuant to Paragraph 7 of the Stipulation to Adjourn Sale Hearing and Cure Hearings [Doc# 282] such hearing

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<sup>1</sup> The Debtors are: Barfly Ventures, LLC (8379), Barfly Management, LLC (6274), 9 Volt, LLC (d/b/a HopCat)(1129), 50 Amp Fuse, LLC (d/b/a Stella’s Lounge)(3684), GRBC Holdings, LLC (d/b/a Grand Rapids Brewing Company)(2130), E L Brewpub, LLC (d/b/a HopCat East Lansing)(5334), HopCat-Ann Arbor, LLC (5229), HopCat-Chicago, LLC (7552), HopCat-Concessions, LLC (2597), HopCat-Detroit, LLC (8519), HopCat-GR Beltline, LLC (9149), HopCat-Holland, LLC (7132), HopCat-Indianapolis, LLC (d/b/a HopCat-Broad Ripple)(7970), HopCat-Kalamazoo, LLC (8992), HopCat-Kansas City, LLC (d/b/a HopCat-KC, LLC and Tikicat)(6242), HopCat-Lexington, LLC (6748), HopCat-Lincoln, LLC (2999), HopCat-Louisville, LLC (0252), HopCat-Madison, LLC (9108), HopCat-Minneapolis, LLC (8622), HopCat-Port St. Lucie, LLC (0616), HopCat-Royal Oak, LLC (1935), HopCat-St. Louis, LLC (6994), Luck of the Irish, LLC (d/b/a The Waldron Public House, LLC and McFadden’s Restaurant Saloon)(4255).

will not occur until at least September 15, 2020.

4. Under the current orders governing this matter GTW must file any adequate assurance objections by August 26, 2020.

5. The Lease for the Site has a large yearly rental payment in addition to normal rent coming due in October of 2020, which along with the three week delay in the sales closing has led it to request adequate assurance of performance by the Buyer pursuant to § 365(b)(2)(C) of the Code or in the alternative an extension of the adequate assurance filing deadline until September 11, 2020.

6. At present Buyer and Debtor have failed to provide any material adequate assurance of performance on the lease for the Site or agree to extend the bar date for filing of adequate assurance objections.

WHEREFORE, GTW would pray this Honorable Court order the Buyer to provide adequate assurance in the form of a security deposit to GTW equal to one month's triple net rent for the Site, being \$17,928.27, along with escrowing an amount equal to the additional rent due in October 2020, being \$22,872.96, with GTW's counsel, the Court or such other party as the Court may feel appropriate, with all other such relief as the Court deems appropriate and equitable.

Dated: 08/26/2020

**BUSINESS ADDRESS:**

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Respectfully submitted,

**KREIS, ENDERLE, HUDGINS  
& BORSOS, P.C.**

By: /s/ Nicholas J. Spigiel  
Nicholas J. Spigiel (P73526)  
Attorneys for GTW Depot, LLC